REMARKS

Claims 1-71 were pending in this application.

Claims 1-71 have been rejected.

Claims 1-71 are now pending in this application.

Reconsideration and full allowance of Claims 1-71 are respectfully requested.

I. REJECTIONS UNDER 35 U.S.C. § 103

The June 8, 2006 Office Action rejected Claims 1-10, 12-14, 17-20, 24-38, 40, 44-45, 47-57, 60-61, and 64-71 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,379,058 to Petteruti et al. ("*Petteruti*") in view of Mettala, "Bluetooth Protocol Architecture" ("*Mettala*"). The June 8, 2006 Office Action rejected Claim 11 and Claim 39 under 35 U.S.C. § 103(a) as being unpatentable over *Petteruti* and *Mettala* in view of U.S. Patent No. 5,129,639 to Dehority ("*Dehority*"). The June 8, 2006 Office Action rejected Claims 15-16, 41-43, and 58-59 under 35 U.S.C. § 103(a) as being unpatentable over *Petteruti* and *Mettala* in view of U.S. Patent No. 5,682,379 to Mahany et al. ("*Mahany*"). The June 8, 2006 Office Action rejected Claims 21-23, 46 and 62-63 under 35 U.S.C. § 103(a) as being unpatentable over *Petteruti* and *Mettala* in view of U.S. Patent No. 6,163,538 to Brown et al. ("*Brown*"). These rejections are respectfully traversed.

In *ex parte* examination of patent applications, the Patent Office bears the burden of establishing a *prima facie* case of obviousness. (*MPEP § 2142; In re Fritch, 972 F.2d 1260, 1262, 23 U.S.P.Q.2d 1780, 1783 (Fed. Cir. 1992)*). The initial burden of establishing a *prima*

facie basis to deny patentability to a claimed invention is always upon the Patent Office. (*MPEP § 2142; In re Oetiker, 977 F.2d 1443, 1445, 24 U.S.P.Q.2d 1443, 1444 (Fed. Cir. 1992); In re Piasecki, 745 F.2d 1468, 1472, 223 U.S.P.Q. 785, 788 (Fed. Cir. 1984)*). Only when a *prima facie* case of obviousness is established does the burden shift to the Applicant to produce evidence of nonobviousness. (*MPEP § 2142; In re Oetiker, 977 F.2d 1443, 1445, 24 U.S.P.Q.2d 1443, 1444 (Fed. Cir. 1992); In re Rijckaert, 9 F.3d 1531, 1532, 28 U.S.P.Q.2d 1955, 1956 (Fed. Cir. 1993)*). If the Patent Office does not produce a *prima facie* case of unpatentability, then without more the Applicant is entitled to grant of a patent. (*In re Oetiker, 977 F.2d 1443, 1445, 24 U.S.P.Q.2d 1443, 1444 (Fed. Cir. 1992); In re Grabiak, 769 F.2d 729, 733, 226 U.S.P.Q. 870, 873 (Fed. Cir. 1985)*).

A *prima facie* case of obviousness is established when the teachings of the prior art itself suggest the claimed subject matter to a person of ordinary skill in the art. (*In re Bell, 991 F.2d 781, 783, 26 U.S.P.Q.2d 1529, 1531 (Fed. Cir. 1993)*). To establish a *prima facie* case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The teaching or suggestion to make the claimed invention and the reasonable expectation of success must both be found in the prior art, and not based on the Applicant's disclosure. (*MPEP § 2142*).

Independent Claims 1, 35, 53, and 69 recite that at least some "keep alive messages" are sent "periodically" after "negotiation" of "configuration parameters." The proposed *Petteruti-Mettala* combination fails to disclose, teach, or suggest at least these elements of Claims 1, 35, 53, and 69. The Office Action cites various messages in *Petteruti* as anticipating the "keep alive messages" recited in Claims 1, 35, 53, and 69. For the reasons set forth below the Applicants respectfully disagree with the Examiner's characterization of the content of the *Petteruti* reference.

The various messages in *Petteruti* include wakeup packets, force link packets, data packets, ready packets, accept link packets, handshake packets, no link packets, and broadcast link request packets. (*Petteruti*, Column 6, Lines 56-66). Figures 4-7C illustrate how these messages or packets are used. For example, Figure 4 illustrates how the wakeup, ready, force link, and accept link packets may be used. However, none of these packets is both (i) sent "periodically" (ii) "after negotiation of the configuration parameters." The remaining figures also illustrate how the various messages or packets are used, but none of these messages is both (i) sent "periodically" (ii) "after negotiation of the configuration parameters."

For example, both the "wakeup packet" and the "ready packet" of *Petteruti* are not sent after negotiation of configuration parameters. They are sent during the negotiation process. The "wakeup packet" includes negotiation bits that are set by the host. (*Petteruti*, Column 8, Lines 20-34). The "ready packet" that is sent by the printer in response to the receipt of the "wakeup packet" includes negotiation bits that are set by the printer. (*Petteruti*, Column 8,

Lines 24-59). It is clear that the "wakeup packet" and the "ready packet" are sent during (and not after) the negotiation of the configuration parameters.

The other types of packets described in the *Petteruti* reference are also not "keep alive messages" of the type disclosed and claimed by the Applicants that are "sent periodically after negotiation of the configuration parameters."

The Examiner stated that the *Petteruti* reference teaches "sending keep alive messages repeatedly from the printer client to the printer server and from the printer server to the printer client (column 6, lines 49-66, both the printer and the host can send different types of packets that maintain connection), wherein at least some of the keep alive messages are sent periodically (e.g., the expect packet was sent from time to time (periodically), column 7, lines 23-25, column 7, lines 65-67, column 8, lines 1-5) after negotiation of the configuration parameters (the wake up packet is sent before data packet, column 6, lines 1-20, column 8, lines 20-60), the stay alive message identifying whether the connection between the printer client and the printer server remains established (e.g., the expected response packet, column 7, lines 20-30, will identify, to the receiving side that the connection remains established, other wise, the receiving side will not received the expected response packet/message; also see column 10, lines 1-27)" (July 8, 2006 Office Action, Page 3, Lines 3-14). The Applicants respectfully traverse these conclusions of the Examiner. There is no disclosure of an "expect packet" in the *Petteruti* reference. There is also no disclosure of an "expected response packet" in the *Petteruti* reference.

While a "wakeup packet" is sent before a "data packet" the "wakeup packet" is not sent after the negotiation of the configuration parameters. Further, the "data packet" does not perform

the function of a keep alive message. When the printer receives a "data packet" the printer performs a checksum process. If the checksum process is successfully completed the printer sends a "handshake packet" back to the host server. If the checksum process is not successfully completed the printer does not send any packet back to the host server. (*Petteruti*, Column 7, Line 66 to Column 8, Line 5).

When the host server does not receive a response, the host server resends the "data packet" with the same sequence number. (Petteruti, Column 7, Lines 24-27). Because the host server automatically resends the "data packet" the host server does not know whether the connection is closed or is still open. That is, the "data packet" is not a "stay alive message identifying whether the connection between the printer client and the printer server remains established." In addition, none of the other types of packets described in the *Petteruti* reference are "keep alive messages" of the type disclosed and claimed by the Applicants that are "sent periodically after negotiation of the configuration parameters."

For the reasons set forth above the Applicants respectfully submit that the *Petteruti* reference fails to disclose, teach, or suggest the elements of Claims 1, 35, 53, and 69.

Mettala is cited by the July 8, 2006 Office Action only as allegedly disclosing the use of a "Bluetooth protocol stack including a Link Control and Adaptation Protocol (LZCAP) that allows an asynchronous connection-less (ACL) connection." (July 8, 2006 Office Action, Page 4). *Mettala* is not cited by the July 8, 2006 Office Action as disclosing, teaching, or suggesting any other elements of Claims 1, 35, 53, and 69, including the elements noted above.

As a result, the July 8, 2006 Office Action has not established that the proposed combination of *Petteruti* and *Mettala* discloses, teaches, or suggests all elements of Claims 1, 35, 53, and 69. For these reasons, the July 8, 2006 Office Action has not established a *prima facie* case of obviousness against Claims 1, 35, 53, and 69 (and their dependent claims).

The dependent claims are patentable due to their dependence from allowable base claims and in light of their own recitations. For example, Claims 12 and 40 recite sending a "set attribute request message ... after negotiating the configuration parameters," where the "set attribute request message" includes "a coding table concerning a negotiated coding type." The July 8, 2006 Office Action cites various portions of *Petteruti* when rejecting these claims. However, none of the cited portions say anything about sending a message containing a "coding table" that concerns a "negotiated coding type" after configuration parameters have been negotiated. As a result, the July 8, 2006 Office Action has not established that the proposed combination of *Petteruti* and *Mettala* discloses, teaches, or suggests all elements of Claim 12 and Claim 40.

Accordingly, the Applicants respectfully request withdrawal of the § 103 rejections and full allowance of Claims 1-71.

II. CONCLUSION

The Applicants respectfully assert that all pending claims in this application are in condition for allowance and respectfully requests full allowance of the claims.

SUMMARY

If any outstanding issues remain, or if the Examiner has any further suggestions for expediting allowance of this application, the Applicants respectfully invite the Examiner to contact the undersigned at the telephone number indicated below or at *wmunck@munckbutrus.com*.

The Commissioner is hereby authorized to charge any fees connected with this communication (including any extension of time fee) or credit any overpayment to Munck Butrus Deposit Account No. 50-0208.

Respectfully submitted,

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